

**EXHIBIT “A”**

**BILL OF SALE**

This Bill of Sale (this "Bill of Sale") is made and entered into as of August \_\_\_\_, 2022 by and between SCUNGIO BORST & ASSOCIATES, LLC (the "Seller") for and in consideration of the sum of U.S. \$10,000.00 (the "Purchase Price") and CHARLES GILLEN, JR. (the "Purchaser", and together with the Seller, the "Parties"), upon approval of the Bankruptcy Court for the Eastern District of Pennsylvania (the "Bankruptcy Court") and at or before the sealing and delivery of these presents, have granted, bargained, sold and delivered, and by these presents do grant, bargain, sell and deliver unto the Purchaser the Seller's right, title and interest in and to the following: (i) 2010 16' Carolina Skiff Boat Model 16 JVX [Identification No. EKHOT 605C0 10]; (ii) 2011 Venture Trailer Model VASK-2100 [Identification No. 47GAK1819BB000004] and (iii) related accessories including, but not limited to, hand radio, life jackets, first aid kit, remote controls for fishing trawler, peddles for remote, and depth finders (collectively, the "Assets"). This Bill of Sale is contingent upon the entry of a final Order of the Bankruptcy Court in the case of *In re: Scungio Borst & Associates, LLC*, Bankruptcy No. 22-10609(AMC) authorizing the sale of the Assets to the Purchaser. The Purchase Price shall be paid by the Purchaser to the Seller within ten (10) days after the entry of a Bankruptcy Court Order authorizing the sale of the Assets to the Purchaser.

The Assets are being sold on as AS IS WHERE IS basis without representation or warranty whatsoever, and without recourse against Seller.

AT NO TIME HAS SELLER MADE ANY REPRESENTATION, WARRANTY, COVENANT, GUARANTY OR ASSURANCE OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ASSETS OR ANY PART THEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, COVENANT, GUARANTY OR ASSURANCE OF ANY KIND WHATSOEVER THAT OTHERWISE MIGHT BE IMPLIED BY THIS BILL OF SALE OR UNDER APPLICABLE LAW, OR MIGHT ARISE OR BE IMPLIED FROM A COURSE OF PERFORMANCE OR A COURSE OF DEALING OR TRADE USAGE OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY, COVENANT, GUARANTY OR ASSURANCE AS TO MERCHANTABILITY, MANUFACTURE, DESIGN, WORKMANSHIP, REPAIR, MAINTENANCE, DURABILITY, ABSENCE OF DEFECTS (PATENT OR LATENT), ABSENCE OF DANGEROUS CONDITIONS, QUALITY, VALUE, RELIABILITY, CONFORMITY WITH ANY SPECIFICATIONS OR DESCRIPTION, COMPLIANCE WITH APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, ANY STATUTE, ORDINANCE, REGULATIONS, RULES, RULINGS, DECREES, JUDGMENTS, ORDERS OR THE LIKE OF ANY GOVERNMENTAL BODY OR ANY JUDICIAL, ARBITRAL OR OTHER TRIBUNAL), COMPLIANCE WITH ANY INDUSTRY OR OTHER GUIDELINES OR STANDARDS, ACCURACY OR COMPLETENESS OF RESULTS FROM USE, ADEQUACY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN PURCHASER AND SELLER, ARE TO BE BORNE BY PURCHASER.

IN WITNESS WHEREOF, the Parties hereto have caused this Bill of Sale to be executed  
on the day and year first above written.

SELLER:

SCUNGIO BORST & ASSOCIATES, LLC

BY: 

Name: Philip L. Borst

Title: Member

PURCHASER:

CHARLES GILLEN, JR.

BY: \_\_\_\_\_

Charles Gillen, Jr.

IN WITNESS WHEREOF, the Parties hereto have caused this Bill of Sale to be executed  
on the day and year first above written.

SELLER:

SCUNGIO BORST & ASSOCIATES, LLC

BY: \_\_\_\_\_

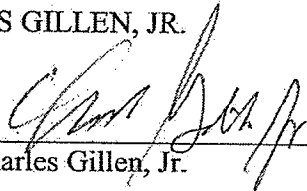
Name: Philip L. Borst

Title: Member

PURCHASER:

CHARLES GILLEN, JR.

BY: \_\_\_\_\_

  
Charles Gillen, Jr.